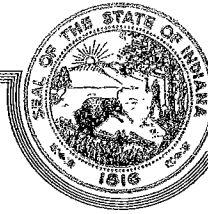


# STATE OF INDIANA

## DIVISION OF STATE COURT ADMINISTRATION



## SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET SUITE 500  
INDIANAPOLIS, IN 46204-3568  
(317) 232-2542  
FAX (317) 233-6586  
[www.IN.gov/judiciary](http://www.IN.gov/judiciary)

April 21, 2008

Dale Brewer  
Clerk of Circuit Court  
Porter County Court  
16 Lincolnway, #209  
Valparaiso, IN 46383

Dear Ms. Brewer:

Thank you for your request for approval to continue to post non-confidential court information for your courts on the Internet. I'm pleased to let you know that your request is approved contingent on the conditions enumerated below. This approval is administrative in nature and is granted under the provisions of Trial Rule 77(K).

1. You are authorized to post non-confidential party, attorney, case number and CCS information on the Internet. Should you decide to make any changes to what you propose to post, you must seek and obtain specific approval for such changes.
2. You must provide a copy of this approval letter to each judge of a court of record in your county.
3. Approval of this request to post information on the Internet in no way reduces the obligation of the clerk and court to make non-confidential court information available to the public through traditional means in response to in-person and telephone inquiries.
4. You, the judges in your county, and any other county entity involved in technology services for court records are responsible for taking reasonable steps to ensure that Administrative Rule 9, as well as all other applicable state and federal laws are followed, including without limitation those laws pertaining to confidentiality.

5. Your contract with your case management vendor and the Internet services provider must comply with requirements of Administrative Rule 9(K).<sup>1</sup>
6. Your contract with your vendor must explicitly make it clear that all information and data remain the property of the court, and any use of the data other than as specified by this authorization, is prohibited. No court data will be sold, licensed, or otherwise made available to any other entity for any other purpose.
7. You must conduct periodic audits of the data being provided over the Internet in order to assure compliance with this approval, Administrative Rule 9 and other relevant laws.
8. You must assure that the display on the Internet will provide appropriate advice and/or disclaimer to users about the non-official status of the information displayed on the Internet;
9. Counties whose County Board of Commissioners has adopted an electronic system fee to be charged in conjunction with public access to court records must have the fee approved by the Division, and the method of the fee's collection, deposit, distribution and accounting must be approved by the Indiana State Board of Accounts (See administrative Rule 9(E)).
10. The Division of State Court Administration will be collecting information from clerks and courts that provide information over the Internet to report on matters related to the posting of court records, including the number of subscribers, fees collected and any security breach issues that have arisen. This report will be required as part of the renewal process.
11. The Supreme Court and The Division of State Court Administration reserve the authority to make changes to the approval process and to the rules

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<sup>1</sup> Administrative Rule 9(K) provides:

**(K) Contracts With Vendors Providing Information Technology Services Regarding Court Records.**

(1) If a court or other private or governmental entity contracts with a vendor to provide information technology support to gather, store, or make accessible court records, the contract will require the vendor to comply with the intent and provisions of this access policy. For purposes of this section, the term "vendor" also includes a state, county or local governmental agency that provides information technology services to a court.

(2) Each contract shall require the vendor to assist the court in its role of educating litigants and the public about this rule. The vendor shall also be responsible for training its employees and subcontractors about the provisions of this rule.

(3) Each contract shall prohibit vendors from disseminating bulk or compiled information, without first obtaining approval as required by this Rule.

(4) Each contract shall require the vendor to acknowledge that court records remain the property of the court and are subject to the directions and orders of the court with respect to the handling and access to the court records, as well as the provisions of this rule.


(5) These requirements are in addition to those otherwise imposed by law.

governing both the approval and the posting of information. Any contractual arrangement should reflect acknowledgment of this authority.

12. Prior to this approval, vendors transferring court data to their own servers as part of the posting process executed and filed with the Division of State Court Administration a User Agreement for Bulk Distribution of Data, form TCM-AR9(F)-1, and a Request for Bulk Data/Compiled Information, form TCM-AR9(F)-4. If any changes occur during the year, both documents must be amended.
13. All vendors receiving bulk data transfers, including transfers for the purpose of posting court records in accord with T.R. 77(K), must fill out form TCM-AR9(F)-3, which is a Distribution Receipt form for bulk data distribution. This form is filed with the Division of State Court Administration within 30 days of the first distribution under the new agreement.
14. This approval expires on **January 31, 2009**. Renewal requests should be made using a form provided by the Division of State Court Administration, and should be made at least 10 days prior to the expiration of this approval.

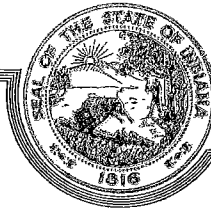
Please feel free to contact me should you have any further questions or should you need any further assistance.

Sincerely,

  
James R. Walker  
Director Trial Court Management

# STATE OF INDIANA

## DIVISION OF STATE COURT ADMINISTRATION



## SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE  
LILIA G. JUDSON, EXECUTIVE DIRECTOR  
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30 SOUTH MERIDIAN STREET SUITE 500  
INDIANAPOLIS, IN 46204-3568  
(317) 232-2542  
FAX (317) 233-6586  
[www.IN.gov/judiciary](http://www.IN.gov/judiciary)

January 9, 2008

Ms. Dale Brewer  
Porter Circuit Court  
16 Lincolnway, #209  
Valparaiso, IN 46383

Dear Ms. Brewer:

The Division of State Court Administration's previous approval of your request to post non-confidential court information on the Internet has expired. You may continue to post this information until the Division either approves or disapproves a renewal request from you to continue to post court information on the Internet.

However, please note that if the courts in your county elect to use the Odyssey case management system, you will not need to go through the renewal process set forth below, provided the conditions set forth by the Supreme Court in its Order of December 5, 2007, Cause No. 94S00-0712-MS-567, are followed. A copy of the Court's order may be found at <http://www.in.gov/judiciary/orders/other/2007/120507-publicaccess.pdf>.

For your convenience, I have enclosed the Renewal Request Form which must be completed and returned to this office, together with the required supporting documentation described below, not later than February 15, 2008 if you wish to continue posting information on the Internet. This approval is administrative in nature and is granted pursuant to Indiana Trial Rule 77(K). The limitations of this approval continue to be as follows:

1. Trial Rule 77(K) requires that you seek and obtain approval of the majority of the judges in the courts of record prior to posting court information on the Internet;
2. You may not make any changes to the records to be posted, the specific information that is to be included, its format, pricing structure, if any, or the method of dissemination, without first obtaining the approval of the Division of State Court Administration, under the direction of the Supreme Court;

3. Your county (including the Clerk, the courts, and any other county entity involved in technology services for court records) is responsible for taking reasonable steps to ensure that Administrative Rule 9, as well as all other applicable state and federal laws are followed including, without limitation, those laws pertaining to confidentiality;

4. Your contractual arrangement with your case management vendor and the Internet services provider must comply with requirements of Administrative Rule 9(K) and explicitly make clear that all information and data remain the property of the Court, and any use of the data other than as specified by the Court is prohibited. Vendors transferring court data to their own servers as part of the posting process must execute and file with the Division of State Court Administration a User Agreement for Bulk Distribution of Data. No court data will be sold, licensed, or otherwise made available to any other entity for any other purpose;

5. The display on the Internet will provide appropriate advice and/or disclaimer to users about the non-official status of the information displayed on the Internet;

6. If your county has adopted an electronic system fee to be charged in conjunction with public access to court records, the fee must be approved by the Division, and the method of the fee's collection, deposit, distribution and accounting must be approved by the Indiana State Board of Accounts, and

7. The Supreme Court and the Division of State Court Administration reserve the authority to make changes to the approval process, and to the rules governing the approval and posting of information. Any contractual arrangement should reflect acknowledgement of this authority.

The following information and documentation must be provided to the Division for review in the renewal process:

1. A completed Trial Rule 77(K) Renewal Request form.

2. A renewed Order of Consent signed by a majority of the judges of the courts of record in your county. If a county only has two judges, both must sign the Order for proper approval.

3. If you utilize the services of a vendor outside the judicial branch, including a state, county or local governmental agency that provides information technology services to a court for posting court information on the Internet and that vendor transfers court data to its own servers as part of the posting process, then that vendor must enter into a User Agreement for Bulk Distribution of Data or Compiled Information with the Division of State Court Administration under Administrative Rule 9, and a copy of the executed agreement must be included with your request.

4. A copy of all relevant information from any vendor used to post court information on the Internet, including the proposed contract with any vendor.

5. A copy of any documentation demonstrating compliance with State Board of Accounts requirements pertaining to the collection, deposit, distribution and accounting for an electronic system fee charged in conjunction with electronic access to court records, if such a fee was approved by the Division under Administrative Rule 9(E) and collected by the Clerk or Courts.

6. A copy of samples of your web pages or screen-prints.

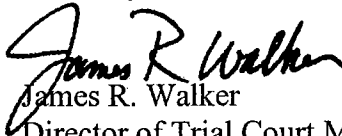
7. A copy of any subscriber agreements that you or your vendor may require subscribers/users to execute in order to access court records electronically.

Our office asks that you provide a copy of this letter to each judge of a court of record in your county. We also ask that you post this letter in the Clerk's Office for public inspection.

The full text of Trial Rule 77(K) may be found on the Supreme Court website at [www.in.gov/judiciary/rules/trial\\_proc/index.html#r77](http://www.in.gov/judiciary/rules/trial_proc/index.html#r77). The full text of Administrative Rule 9 may be found at [www.in.gov/judiciary/rules/admin/index.html#r9](http://www.in.gov/judiciary/rules/admin/index.html#r9), and a helpful guide, the Public Access to Court Records Handbook, may be found at [www.in.gov/judiciary/admin/pubs/accesshandbook.pdf](http://www.in.gov/judiciary/admin/pubs/accesshandbook.pdf).

Please feel free to contact me, at [jwalker@courts.state.in.us](mailto:jwalker@courts.state.in.us), or staff attorney Kristin Donnelly-Miller, at [kdmiller@courts.state.in.us](mailto:kdmiller@courts.state.in.us), should you have any further questions or should you need any further assistance.

Sincerely,



James R. Walker

Director of Trial Court Management



Indiana Supreme Court  
Division of State Court Administration  
Request to Post Court Information on the Internet  
under Trial Rule 77(K) – Renewal Request

*You must complete this form regardless of prior approval!*

**Important Notes:** A vendor who accesses court information under this request must execute a Bulk Data User Agreement with the Division of State Court Administration under Administrative Rule 9 before this request may be approved and before any court information may be released to that vendor.

If a vendor is used, the Division will not approve any request that is not accompanied by a copy of the agreement between the clerk and the vendor, which agreement must include provisions requiring the vendor to report any breaches of security and/or any unauthorized release of confidential information bi-annually, and providing for an annual audit, at vendor expense, of revenues generated by the contract.

For questions related to this form, please contact Kristin Donnelly-Miller. All materials should be submitted to the Division of State Court Administration, Attn: Kristin Donnelly-Miller, 30 South Meridian Street, Suite 500, Indianapolis, IN 46204, or by fax to (317) 233-6586.

County: Porter Date of Request: 1 / 30 / 08

Clerk: Pamela Mishler Fish Vendor\* (if any): JALAN (Sungard)  
\*See Important Notes above

Requestor Name: Pamela Mishler Fish Phone Number (219) 465-3450

Requestor E-Mail Address: Pmishler-fish @porterco.org

Requestor Address:

Pamela Mishler Fish - Clerk  
16 Lincolnway suite 209  
Valparaiso, IN 46383

Requestor Office/Position/Title: Pamela Mishler Fish - Porter County Clerk

*As a renewal request, you only need to complete Sections 1 & 3. However, if your vendor, pricing or information posted has changed from your initial request, you must indicate those changes in Section 2. Is your renewal requesting any changes? ☐ Yes ☒ No*  
*If yes, please complete only those items for which a change is requested.*

? A. Date information was first posted to Internet: 2 / 23 / 06

C. If no, Name of Vendor: Sungard HTE

Inhouse  
hardware  
3rd party  
Software  
Vendor

F. If you or your vendor charges a fee, please provide the amount of revenue collected by the Court or remitted to the Court for the previous year: \$ charged by and collected by the County IT Department

If yes, did your Court comply with Admin.R. 9(E) with regard to the fee collection, deposit, distribution and accounting of any revenue? ☐ Yes ☐ No

Costs  
TI Lines - used for all County.

Amount  
\$ @ 8,000 per year  
\$  
\$

---



J. Is Internet access to records available at all times? ☒ Yes ☐ No

K. If Internet access is available only during particular hours, please list hours: \_\_\_\_\_

L. Please provide the following details for any and all revenues generated from the posting of court records to the Internet:

1. Revenues generated in since last request filed \$ 10,000 (includes info from other depts.)

2. Fund/account revenues are deposited to: Enhanced Access Pursuant to I.C. 5-14-3-3.6(c)

3. Expected revenues for renewal period: \$ 10,000 (includes info from other depts.)

*If your vendor, pricing structure and the information you are posting remain the same as in your initial application, you need not complete Section 2. If your vendor, pricing or information posted has changed, you must indicate the changes in Section 2.*

**Section 2- For Change of Information: (only complete those items that have changed)**

A. Proposed start date for posting electronic information: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

B. Name of Vendor (if any): \_\_\_\_\_

C. List specific costs associated with the posting of information electronically, e.g., Internet access, technology costs. (Please list with dollar amounts, add additional lines or pages if necessary):

Costs

Amount

_____	\$ _____
_____	\$ _____
_____	\$ _____

D. List the responsible party for each of these costs, e.g., County Commissioners, vendor reimbursement:

\_\_\_\_\_  
\_\_\_\_\_

E. Will Internet access to records be available at all times? ☐ Yes ☐ No

F. If Internet access is available only during particular hours, list hours here \_\_\_\_\_

G. Please provide the following details for any and all revenues expected to be generated from the posting of court records to the Internet:

1. Fund/account revenues will be deposited to: \_\_\_\_\_

2. Did your Court comply with Admin.R. 9(E), if applicable? \_\_\_\_\_

3. Expected revenues for first year: \$ \_\_\_\_\_

H. Who will be able to access the electronic information? (Check those that apply)

1. ☐ General public (i.e. no subscribers, all users have same access)
2. ☐ Subscribers/registered users only (i.e. no general public access, all users must be registered)
3. ☐ Both subscribers/registered users and general public (i.e. more information available to registered users, but some information available to general public access)
4. ☐ Other (please describe access):  
\_\_\_\_\_  
\_\_\_\_\_

I. Will your system require users to subscribe or register? ☐ Yes ☐ No  
If no, skip to Question J. If yes, please attach the subscriber agreement to this document, and answer the following questions:

1. Is there a cost for subscription? ☐ Yes ☐ No If yes, how much? \$ \_\_\_\_\_
2. What information may a **subscriber** obtain electronically? \_\_\_\_\_  
\_\_\_\_\_
3. Is there an additional cost for **subscribers** to access specific records?  
☐ Yes ☐ No If yes, how much is the cost to **subscribers**? \$ \_\_\_\_\_ and  
how is it assessed (per record, per search, etc.)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. Can the **general public** access specific case records? ☐ Yes ☐ No

1. What information may the **general public** obtain electronically? \_\_\_\_\_  
\_\_\_\_\_
2. Is there an additional cost for the **general public** to access specific records?  
☐ Yes ☐ No If yes, how much is the cost to the **general public**? \$ \_\_\_\_\_  
and how is it assessed (per record, per search, etc.)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K. How will the clerk/court monitor subscriber/vendor relations? Who is responsible for audits and oversight and how often are audits reported to the courts?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. What means will be used to terminate access if a subscriber or vendor misuses or violates the agreement, who will implement the termination, are there other consequences besides termination of access (list any), and are there any safeguards in place to prevent misuse of the system?

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M. What information do you plan to include on your site? (Choose all that apply)

General Public Access	Subscriber Only Access
-----------------------------	------------------------------

<input type="checkbox"/>
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<input type="checkbox"/>
<input type="checkbox"/>
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<input type="checkbox"/>
<input type="checkbox"/>

Courthouse Information (driving directions, parking, etc.)
Court Information (address, phone numbers, general hours, etc.)
Judge Information (biographical, jurisdiction, etc.)
Index
CCS
RJO
Court Calendar
Printable Forms
Self-Help Information
Other (please describe below)

If you selected "other", please describe: \_\_\_\_\_

N. How often will the site be updated and by what means (vendor or court/county staff)?

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O. In addition to confidential information under Administrative Rule 9, is there particular information that will be redacted or that will not otherwise be available to the **general public**? ☐ Yes ☐ No

Describe: \_\_\_\_\_

---



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P. In addition to confidential information under Administrative Rule 9, is there particular information that will be redacted or that will not otherwise be available to **subscribers**?

☐ Yes ☐ No

Describe: \_\_\_\_\_

---



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Q. Is the court's case management system web-based or will the information be transferred to a vendor's server?

Please explain: \_\_\_\_\_

R. Please describe, in detail, what kind of security process will be used to safeguard court information that is posted to the Internet, as well as the court information/case management system on the court's own server, e.g., firewall, redundant back up:

S. Please provide details on your plan and/or procedure for updating the site, including the individual(s) responsible for checking information posted to the Internet, how frequently the information is reviewed, and how often updates to the web site are reported to the courts for approval of the updates: \_\_\_\_\_

### Section 3 – Required For All Requests

**ATTACHMENTS:** Please attach the following to this request:

1. Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K). (Consent must be updated with every renewal request.)
2. Copy of samples of web pages or screen prints.
3. Copy of the agreement between the Court or Clerk and any outside vendor, if applicable.
4. Copy of the Vendor Bulk Data Distribution Agreement executed by the Division of State Court Administration and the Vendor, if applicable.
5. Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.
6. Copy of any subscriber agreements provided by the Court or Vendor, if applicable.
7. Document Submission Checklist (*Attach to the front of your request.*)

*I hereby certify that the abovementioned information is accurate and complete, and that all information will be posted in compliance with Trial Rule 77 (K) and Administrative Rule 9.*

Pamela Mishler Fish  
Requestor's Name (Please Print)

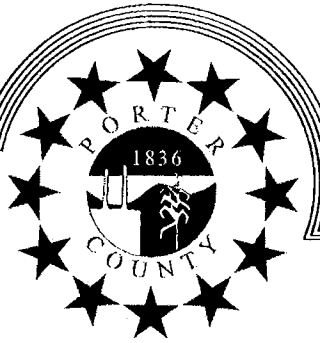
Porter County Clerk  
Requestor's Title

  
Requestor's Signature

1-30-08  
Date

# COUNTY - PORTER

SHARON LIPPENS  
DIRECTOR



INFORMATION TECHNOLOGIES  
AND SERVICE  
ADMINISTRATION CENTER  
155 INDIANA AVE. • SUITE 107  
VALPARAISO, INDIANA 46383

(219) 465-3480  
FAX: (219) 465-3626

To: Pamela Mishler-Fish, Porter County Clerk of Court  
From: Sharon Lippens, ITS Director *Sharon*  
Subject: Response to State Court Administration request  
Date: January 18, 2008

I have marked/answered all questions that I could or that I felt pertained to information I had. I am not clear about the rest.

As far as attachments requested please see my responses below:

- 1) Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K)

IT response: I have no knowledge about this.

- 2) Copy of samples of web pages or screen prints.

IT response: Please see sample screen prints attached.

- 3) Copy of the agreement between the Court and Clerk and any outside vendor, if applicable.

IT response: I am not sure if they are talking about agreements regarding hosting the data on the internet or possibly the agreement with our software vendor and us for the software itself. Just in case, I have attached a copy of the original agreement between Porter County and JALAN (now Sungard H.T.E. thru various buy-outs of companies).

- 4) Copy of the Vendor Bulk Data Distribution Agreement executed by the Division of State Court Administration and the Vendor, if applicable.

To my knowledge (When Dale Brewer was still clerk), the Porter County Courts chose to NOT allow bulk data to be distributed; therefore there is no agreement.

- 5) Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.

IT response: I have no knowledge about this.

- 6) Copy of any subscriber agreements provided by the Court or Vendor, if applicable.

IT response: There is a subscriber agreement between the Commissioners and the subscriber; but it does not involve the courts. I have enclosed a copy just in case. It is titled "Enhanced Access Subscription Agreement".

- 7) Document Submission Checklist.

IT response: Obviously for you.

**Trial Rule 77(K) Consent Form**  
**January 2008**

Trial Rule 77(K) requires the consent of the majority of the judges in Porter County to renew the request to post non-confidential court information on the Internet. Below, please find the signatures of the judges who agree to renew this request.

William E. Alexa  
Printed name

William E. Alexa  
Signature

Roger V. Bradford  
Printed name

Roger V. Bradford  
Signature

Jeffrey L. Thode  
Printed name

Jeffrey L. Thode  
Signature

Mary R. Harper  
Printed name

Mary R. Harper  
Signature



pmishler-fish@porterco.org  
02/29/2008 02:09 PM

To kdmiller@courts.state.in.us  
cc  
bcc

Subject Re: TR 77K renewal request

History:

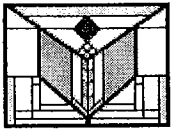
✉ This message has been replied to.

We purchased the software from JALAN. They receive none of our records. Our IT Department maintains complete control over everything.

Pam Fish  
Porter County Clerk

> Pam,  
>  
> We have received your TR 77K renewal request to post court records on the  
> internet. I have a question regarding JALAN. Does JALAN receive any of  
> the records or did you simply purchase their system? If JALAN receives  
> any of the records and plays any part in the day to day posting of the  
> records or hosting of the website, we will need JALAN to submit paperwork  
> as well. If you simply purchased their product and maintain all control  
> over the records, then we can continue the processing of your request.  
>  
> Thank you for any information you are able to provide. Have a good  
> weekend,  
>  
> KDM  
>  
> Kristin Donnelly-Miller, Esq.  
> Indiana Supreme Court  
> Division of State Court Administration  
> 30 South Meridian Street  
> Suite 500  
> Indianapolis, IN 46204-3568  
> 317-232-2542  
> Fax: 317-233-6586  
> kdmiller@courts.state.in.us  
>  
>





Kristin  
Donnelly-Miller/incourts  
02/29/2008 12:46 PM

To pmishler-fish@porterco.org  
cc James Walker/incourts@incourts  
bcc  
Subject TR 77K renewal request

Pam,

We have received your TR 77K renewal request to post court records on the internet. I have a question regarding JALAN. Does JALAN receive any of the records or did you simply purchase their system? If JALAN receives any of the records and plays any part in the day to day posting of the records or hosting of the website, we will need JALAN to submit paperwork as well. If you simply purchased their product and maintain all control over the records, then we can continue the processing of your request.

Thank you for any information you are able to provide. Have a good weekend,

KDM

Kristin Donnelly-Miller, Esq.  
Indiana Supreme Court  
Division of State Court Administration  
30 South Meridian Street  
Suite 500  
Indianapolis, IN 46204-3568  
317-232-2542  
Fax: 317-233-6586  
kdmiller@courts.state.in.us

WELCOME TO THE PORTER CIRCUIT/SUPERIOR COURTS-64  
COURT SYSTEMS  
PUBLIC ACCESS TERMINAL

PRESS ENTER TO CONTINUE

PORTER CIRCUIT/SUPERIOR COURTS-64  
MASTER CASE SEARCH

Enter one item to begin viewing a list of cases. These will be in the order of the item you enter.

Porter Cause #.:   —   —   —         (YY MM TYPE NUMBER)  
Court Number...:   —   —   —   —         (ST 01 CRCR 99 12345)

Party Name.....: \_\_\_\_\_  
                              (Last)                      (First)                      (Middle)

Case Type.....: — ? (Put a ? in this field to view a list of  
case types to choose from for viewing)

Start Date.....: \_\_\_\_\_

Press ENTER to View Case List

F3=Exit

PORTER CIRCUIT/SUPERIOR COURTS-64

Case Selection

Type options, press Enter.

1=Select

Sel	Case Number	Party	Filed	Judge	Status
—	0401-CC-00768	SMITH, DON R	1/30/2004	2353J	CL
—	0304-CT-03394	SMITH, WILLIAM	4/14/2003	J006	CL
—	9910-IF-03063	SMITH, AARON		1538	PN
—	0012-SC-05862	SMITH, AARON	12/20/2000	12032	CL
—	0106-CT-05054	SMITH, AARON	6/20/2001	2896	CL
—	0207-SC-04013	SMITH, AARON	7/03/2002	5043	RO
—	0207-IF-14253	SMITH, AARON	7/31/2002	12032	CL
—	0304-IF-06030	SMITH, AARON	4/25/2003	12032	CL
—	0310-IF-16734	SMITH, AARON	10/17/2003	5043	CL
—	0312-IF-19898	SMITH, AARON	12/08/2003	12032	CL

More...

F3=Exit F12=Cancel Page Up/Page Down

F3=Exit

COURT D BRANCH 03 Case Type CM Sub-Type CRIMINAL MISDEMEANOR  
Case # 0110-CM-08225 Status CL Judge JULIA JENT

Party Name SMITH, JOHN Prty Status CL Type DF

TYPE: CRIMINAL MISDEMEANOR

STATUS: CLOSED

11/19/01

STATE OF INDIANA VS JOHN SMITH

-----JUDGE -----

CURRENT: JENT, JULIA M

-----ATTORNEYS-----

PL 001: STATE OF INDIANA PORTER COUNTY PR DOUGLAS, JAMES H  
VS.

DF 002: SMITH, JOHN NONE

DOB: 7/14/73

27750 LEXINGTON PKWY

SOUTHFIELD, MI 48076

## ISSUES

ISSUE 1: CM OWI

CLASS:A IC

9-30-5-2

DISPOSITION: CAUSE DISMISSED

DATE: 11/19/01

More...

F3=Exit F12=Cancel ROLL UP/ROLL DOWN

COURT D BRANCH 03 Case Type CM Sub-Type CRIMINAL MISDEMEANOR

Case # 0110-CM-08225 Status CL Judge JULIA JENT

Party Name SMITH, JOHN Prty Status CL Type DE

ISSUE 2: CM OWI CLASS:A IC 9-30-5-1  
DISPOSITION: CAUSE DISMISSED DATE: 11/19/01  
ISSUE 3: CM OWI CLASS:C IC 9-30-5-2 (a)  
DISPOSITION: GUILTY DATE: 11/19/01

-----  
MAJOR EVENTS

11/14/01 ORD PROBABLE CAUSE  
11/19/01 IH W/GUILTY PLEA  
11/19/01 DL SUSPENSION ORDER  
11/19/01 DATE CLOSED DISPOSITION: IH W/GUILTY PLEA

-----  
FILING

## PROCEEDINGS

DATE EVENT COMMENT EVENT DATE

10/03/01 CRIMINAL ACTION FLD  
PROBABLE CAUSE AND INFORMATION FLD

F3=Exit F12=Cancel ROLL UP/ROLL DOWN

More...

COURT D BRANCH 03 Case Type CM Sub-Type CRIMINAL MISDEMEANOR

Case # 0110-CM-08225 Status CL Judge JULIA JENT

Party Name SMITH, JOHN Prty Status CL Type DE

10/10/01 SURETY BOND RECORDED

bk 01 pg 1478

10/10/01 INITIAL APPEARANCE

FOR: 11/19/01 8:30

PCJ FILES BOND OUT BY DEFT. DEFT OTA INITIAL APP

11/14/01 ORD PROBABLE CAUSE

ORDER FINDING PROBABLE CAUSE FOR DEFTS ARREST

11/19/01 IH W/GUILTY PLEA

DEFT IN COURT FOR INITIAL HRNG ENTERS GUILTY PLEA TO  
OWI C MISD. SENTENCE AS: \$6.50 FINE, \$329.50 COSTS,  
60 DAYS PCJ SUSPEND ALL BUT TIME SERVED, 6 MONTHS  
UNSUPERVISED PROBATION WITH FEE, PCADOS WITH FEE,  
VIP PROGRAM 30 DAY LICENSE SUSPENSION, 6 MONTH  
PROBATIONARY LICENSE.

11/19/01 DL SUSPENSION ORDER

11/19/01 SR 17 ISSUED TO BMV

F3=Exit F12=Cancel ROLL UP/ROLL DOWN

More...

COURT D BRANCH 03

Case Type CM

Sub-Type

CRIMINAL MISDEMEANOR

Case # 0110-CM-08225

Status CL

Judge JULIA JENT

Party Name SMITH, JOHN

Prty Status CL Type DF

11/28/01 SR16 ISSUED TO BMV

1/07/02 STATUS REPORT FLD

PACT VIP presentation has been attended.

2/08/02 CORRESPONDENCE FILED

deft has successfully completed the pcados program.

-----  
BONDS

10/03/01 BOND-SURETY AMT: 2,500.00

POSTED BY: BERTHOLET BAIL BND/SAFETY NATLCASU

F3=Exit F12=Cancel ROLL UP/ROLL DOWN

Bottom



## **JALAN LICENSE AGREEMENT**

JALAN, (a Washington State Partnership) agrees to grant, and PORTER COUNTY, IN agrees to accept, a perpetual non-exclusive and non-transferable license to the software programs of JALAN, known as THE COURT SYSTEM (INCLUDES A/R MODULE), THE PROSECUTORS SYSTEM and THE PROBATION SYSTEM and any other programs developed heretofore in accordance with the terms and conditions of this agreement.

### **1. GUARANTEE OF OWNERSHIP**

JALAN warrants that it is the sole owner of the software programs covered by this license agreement and has full power and authority to grant the rights herein granted without the consent of any other person.

### **2. LICENSE AND TITLE**

This license agreement applies to all software of JALAN delivered to the Licensee, in development for the Licensee, or being modified for the Licensee including computer program material recorded on diskettes or other media and associated documentation supplied by JALAN. Title to the licensed programs and the information they contain are and shall remain at all time with JALAN, regardless of computer hardware used to operate the software.

### **3. RESTRICTIONS ON USE**

This license authorizes the Licensee to use JALAN software only on the CPU (Central Processing Unit) designated hereon or it's upgrade replacement. For multiple licensing, a list of each CPU is to accompany this license. Licensee agrees not to copy or to modify any licensed program or disclose, provide, or otherwise make available any licensed program in any form to any third party without JALAN's written consent. All documentation and printed materials provided by JALAN to the Licensee may be reproduced, provided that such reproduction is made solely for the internal use of employees of the Licensee.

### **4. UPDATE POLICY**

JALAN may from time to time offer general software enhancements. These enhancements will be offered to holders of current SMA (Software Maintenance Agreement) at no charge except for the time and expense incurred for the installation and training. Users without an SMA in effect may, for an additional cost to be determined on a case-by-case basis, receive the enhancements plus the costs of any installation and training incurred.

## 5. ONGOING CUSTOMER SUPPORT

JALAN will offer the following as ongoing customer support: (1) Custom programming billed on a time and expense basis in the native source code language developed by JALAN; (2) Post-installation customer support billed on a time and expense basis or provided under the terms and conditions of the optional Software Maintenance Agreement (SMA).

## 6. PROPRIETARY INTEREST

The licensed software is the proprietary property of JALAN. The Licensee shall not remove any proprietary notices from the licensed software.

## 7. DERIVATIVE WORK

"Derivative Work" shall mean a work which is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such pre-existing works may be recast, transformed or adapted, and which, if prepared without authorization by the owner of the pre-existing work, would constitute a copyright infringement, if copyrighted.

## 8. PROPRIETARY RIGHT OF JALAN

Nature of Rights and Title. Licensee recognizes that the computer programs, system documentation, manuals, application software, and other materials supplied by JALAN to Licensee under this license are subject of the Proprietary Rights of JALAN. Licensee agrees with JALAN that the programs, documentation, cost of application software, and all information or machine readable data supplied are trade secrets of JALAN, whether or not any portion thereof is or may be validly copyrighted or patented; and because this material is very valuable to JALAN, said use and/or any disclosure must be carefully and continuously controlled.

Licensee further agrees that it will hold and use the Software in the same manner as it deals with its own proprietary information and trade secrets, and that it will not intentionally divulge any proprietary or trade secret information with respect to the Software. If Licensee or any of its employees, agents or representatives shall attempt to use or dispose of the Software, or any of its components or duplicates, or modifies same in any manner contrary to the terms of this license, JALAN shall have the right, in addition to such other remedies which may be available to it, to injunctive relief in enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

Restriction on Use. The Software and other items supplied by JALAN hereunder are for the sole use of the Licensee and its employees. JALAN's rights in and to the Software as a result of this agreement may not be assigned, subleased, sub-licensed, sold,

offered for sale, disposed of, encumbered, or mortgaged. Licensee and its employees shall keep each and every item to which JALAN retains title free and clear of all claims, liens, and encumbrances, except those of JALAN; and any act of Licensee, voluntary or involuntary, purporting to create any claim, lien, or encumbrances on such items shall be void.

Reproduction of Software. Licensee agrees that while this license is in effect, while it has custody or possession of any property of JALAN, it will not, (1) copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the Software, documentation, or information furnished to Licensee in machine readable form; (2) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs of the Software, or any part thereof from the object (tangible or intangible). Licensee may not decompile or otherwise attempt to convert the Program code to source format. Licensee may copy for its own use and at its own expense operating manuals, training materials, and other terminal-use-oriented materials.

Unauthorized Acts. Licensee agrees, as soon as it is aware of its occurrence, to immediately notify JALAN of unauthorized possession, use or knowledge of any items supplied under this license, and any other information made available to Licensee under this agreement by any personnel or organization not authorized by this agreement to have such possession, use, or knowledge. Licensee will promptly furnish JALAN full details of such possession, use, or knowledge and will assist in preventing the reoccurrence of such possession, use, or knowledge and will cooperate with JALAN in any litigation against third parties deemed necessary by JALAN to protect its proprietary rights. Licensee's compliance with this subparagraph should not be construed in any way as a waiver of JALAN's rights to recover damages or obtain other relief against Licensee for intentional harm to JALAN's proprietary rights or for breach of contractual rights.

## **9. LEGAL FEES AND WAIVER**

In the event legal action is brought to determine or enforce the rights of any party to this agreement, the prevailing party shall be entitled to recover reasonable legal fees, costs, and expenses from the other party, including expert witness fees. Failure of either party to enforce the breach of any portion of this license by the other, from time to time, shall not constitute a waiver of such right in respect to same or any other breach.

## **10. LIMITED WARRANTY**

JALAN warrants the version of software which is initially delivered, to be free of software "bugs" for a period of 90 days from the date of software installation on the Licensee's CPU. To evoke this warranty, the Licensee must, within the warranty period, notify JALAN in writing of the problems encountered. JALAN will, within

a reasonable time after notification by the Licensee, affect change in the software.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT APPLY TO CUSTOMER SOFTWARE MODIFICATIONS WRITTEN FOR THIS LICENSEE DURING THE WARRANTY PERIOD OR AT ANY TIME IN THE FUTURE. JALAN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSEE'S USE OF THE LICENSED SOFTWARE AND TECHNICAL INFORMATION. THE AGENTS AND EMPLOYEES OF JALAN ARE NOT AUTHORIZED TO WARRANT THE SOFTWARE AND TECHNICAL INFORMATION LICENSED HEREWITH. ACCORDINGLY, ANY SUCH STATEMENTS WHETHER ORAL OR WRITTEN SHOULD NOT BE RELIED UPON. THIS WARRANTY IS NULL AND VOID IF THE VERSION OF THE CODE HAS BEEN MODIFIED BY THE LICENSEE OR ANY OF HIS AGENTS IN ANY MANNER FROM ITS ORIGINAL CONTENT.

JALAN warrants that it is the sole owner of the software and it has full power and authority to grant the rights granted without the consent of any other person and that the software is original to JALAN and that neither the software nor any of its elements does or will violate or infringe any patent, copyright, or trade secret or any other property right of any other persons and that JALAN will indemnify and hold Licensee harmless from and against any loss, cost, or liability expense arising out of any breach of claim of this warranty.

#### **11. GOVERNING LAWS**

This agreement shall be interpreted according to the laws of the State of WA USA.

#### **12. RIGHT OF INSPECTION**

JALAN shall have the right of inspection of the licensed software at Licensee's installation site to determine Licensee's compliance with the terms of this license agreement. Inspection shall be limited to Licensee's normal business hours.

#### **13. CONTRACT LEGALITY**

If any part, term, or provision of this contract is held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions of this contract shall not be affected, and the rights and obligations of the parties shall be determined and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

#### **14. DEFAULT**

Should either party default in any of the covenants, conditions, or agreements contained herein, the defaulting party shall pay all costs and expenses including reasonable attorney fees which may arise or accrue from enforcing this contract whether pursued by filing suit or otherwise, or whether such costs and expenses are incurred with or without suit, or before or after judgment including all appeals.

#### **15. WAIVER**

No waiver of any provision hereof, nor waiver of any failure to perform any provision hereof, nor waiver of any other default hereunder shall be effective unless expressly consented to by JALAN or PORTER COUNTY IN in writing, nor shall any such waiver constitute a waiver of any other provision, failure to perform, or default. No failure of JALAN or PORTER COUNTY, IN to strictly enforce any of its rights to remedies hereunder shall be deemed to constitute a waiver by JALAN or PORTER COUNTY, IN in any respect.

#### **16. LIMITATION OF REMEDIES**

JALAN's entire liability and Licensee's exclusive remedy for actual damages from any cause whatsoever relating to the subject matter of the agreement will be equal to the amount Licensee paid for the software. This limitation will apply, except as otherwise stated in this section, regardless of form or action, whether in contract or in tort, including negligence. The limitation will not apply to claims by Licensee for bodily injury or damage to real property or tangible personal property for which JALAN is legally liable.

In no event will JALAN be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages even if JALAN has been advised of the possibility of such damages. In addition, JALAN will not be liable for any damages claimed by Licensee based on any third-party claim.

In no event will JALAN be liable for any damages caused by Licensee's failure to perform their responsibilities.

Neither party may bring action, regardless of form, arising out of this agreement, more than two (2) years after the cause of action has arisen.

There may be additional terms and conditions specified in appendices to this agreement. If there is a conflict between this agreement and an appendix, the terms and conditions of the appendix will prevail. Except as modified by an appendix, the terms of this agreement remain in full force and effect. The terms of any appendix not consistent with a subsequent appendix remain in full force and effect.

## **17. CONSIDERATION**

In consideration for JALAN's Service(s), PORTER COUNTY, IN agrees to the following:

- a. Total cost of the software is to be paid at the time the contract is signed (does not include source code)
- b. Maintenance begins 10 days from ship date from JALAN. Payment for maintenance is due upon receipt of invoice.
- c. Custom coding costs are due as they occur (payable upon receipt of invoice).
- d. Travel expense and training are to be paid at the rate stated in the Maintenance Agreement as they occur (payable upon receipt of invoice).
  1. Round trip airfare(s) on available commercial airlines, coach class, upon submission of the ticket receipt;
  2. Actual and necessary expenditures for meals upon submission of an actual itemized receipt. If a receipt is not provided, reimbursement is limited to \$5.00, regardless of which meal of the day it is. Total meal reimbursement shall not exceed \$50.00 per day;
  3. Actual and necessary expenditures for lodging upon submission of the actual itemized hotel bill (credit card receipts alone are not acceptable). Personal expenses such as laundry, barbering, valet services, hotel movies, or porter services are not reimbursable'
  4. Actual and necessary expenditures for a rental car, limited to transportation to and from the airport and to and from work and meals. Other "recreational" mileage (sightseeing, etc.) is not reimbursable.

**18. AUTHORITY**

The Licensee acknowledges that he/she has read this agreement and agrees to all terms and conditions stated herein.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officer and representative as of the day and year indicated below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

**LICENSEE PORTER COUNTY IN**

**JALAN**

140 S. Arthur, #400  
Spokane, WA 99202

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Jan Robinson, President

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_  
(Please print or type)

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_  
(Please print or type)

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_  
(Please print or type)

CPU Model #: \_\_\_\_\_

Serial #: \_\_\_\_\_

## SERVICES MAINTENANCE AGREEMENT

Subject to the General Terms and Conditions hereof, and to valid acceptance in writing by a duly authorized representative of JALAN, a Washington State Partnership, and LICENSEE, PORTER COUNTY, IN hereby offers to purchase from JALAN its Services Maintenance Agreement for JALAN software:

### LICENSEE

Name: PORTER COUNTY  
Address: 155 Indiana Ave., Suite 107  
Valparaiso, IN 46383-5513  
Phone: 219-465-3480

Software System(s)	Cost of Software	Service Commencement Date (1 year)
THE COURT SYSTEM (Includes A/R)	\$174,425.00	TBD

TOTAL MAINTENANCE CHARGE \$ 26,164.00

All Guaranteed Rates which follow are only guaranteed for 12 months from the date of this Agreement; they are not automatically renewable. Should a Master Contract exist, these rates are a repeat of said contract amounts.

### RATES

Guaranteed Rate, Training On-Site:\*  
Support On-Site: \$ 800.00 per Day.

Guaranteed Rate, Programming Analysis, and Site-Work\* 125.00 per Hour.

\*Does not include travel and living expenses.

The LICENSOR will provide training for a representative(s) from the LICENSEE's organization on each module of the software system at the On-Site Training Service Guaranteed Rate shown above.



## **CHARGES**

Automatic Renewals, if any, will be invoiced to LICENSEE at JALAN's then prevailing rates for such support service Contracts, during the thirty days preceding the expiration of any term of this Contract. JALAN reserves the right to adjust the Guaranteed Training or Programming Service Rates specified herein above, for any Automatic Renewal Term, to reflect JALAN's prevailing rates for such guaranteed-rate services, and any such adjustments shall be stated to LICENSEE on the Automatic Renewal notice.

Any charges for guaranteed-rate services which may be provided pursuant to this Contract, and any automatic Renewal Invoices shall be paid by LICENSEE within thirty days of date of JALAN's invoice therefore. LICENSEE's failure to pay such invoiced charges within said thirty-day period shall entitle JALAN, at its option, to suspend the provision of any service or product to LICENSEE whatsoever whether pursuant to this or any other agreement between LICENSEE and JALAN until such charges have been paid without affecting any of JALAN's rights under this or any other such agreement. This remedy is cumulative of, and in addition to, any other remedy JALAN may have under this or any other agreement with LICENSEE, at law, in equity, or otherwise.

## **GENERAL TERMS AND CONDITIONS OF SERVICES MAINTENANCE AGREEMENT**

With respect to each of the software system(s) itemized above, the initial term is one year. JALAN hereby undertakes to provide support service to LICENSEE in his use and utilization of his above-itemized software systems as follows:

### **SERVICES PROVIDED**

During any term of this Contract, for any of the above-itemized software system(s), whether the Initial Term or an Automatic Renewal Term, JALAN will provide LICENSEE with operational consulting, assistance, and similar support service by telephone during normal business hours (6:30 a.m. to 4:30 p.m. Pacific Time) on a first-in, first-out basis. Additional support services will be provided pursuant to this contract as follows:

1. Resolution of software system program defects either via telephone, Electronic Customer Support or Electronic Media at JALAN option (unlimited telephone contact);
  2. Entitlement to utilization of all applicable software system upgrades;
  3. Copies of new and/or revised versions of applicable software system Operator's Guides;
  4. Personal Training Service, as required, at the On-Site Training Service Guaranteed Rate\* stated in Agreement;
  5. Programming Services, as requested, at the Guaranteed Programming Service Rate\* shown above.
- \*Does not include travel and living expenses.
6. Electronic Customer Support for IBM AS/400 computers between the customer and JALAN is included. This support is on an as-needed basis and DOES NOT mean any full time connectivity. All access between computers is to be controlled by the respective parties.

## **SERVICES EXCLUDED**

The prepaid services to be provided by JALAN during any terms of this Contract for any of the above-itemized software system(s) specifically and expressly do NOT include any of the following:

1. Hardware or wiring installation.
2. System Initialization.
3. Diskette Initialization.
4. Personnel training (must be purchased at Guaranteed Rate, above).
5. Programming (must be purchased at Guaranteed Rate, above).
6. Telephone support for hardware-related problems.
7. Support of any kind for systems modified by anyone other than JALAN.
8. Support of any systems or programs not supplied by JALAN.

If requested by LICENSEE with respect to a particular software system itemized above, this Contract shall, upon expiration of the Initial Term, be automatically renewed for a like term or period for such software system, and any such Automatic Renewal Term shall likewise be automatically renewed upon expiration.

Automatic Renewal may be cancelled by LICENSEE or JALAN at any time by the cancelling party's delivering to the other party, at least thirty days in advance of the expiration of any term of this Contract, written notice of such cancellation.

## **WARRANTY, LIMITATION THEREOF AND LIMITATION OF LIABILITY**

In responding to any service call, JALAN hereby warrants that it will utilize its best efforts to attempt to instruct LICENSEE in the proper use of LICENSEE's system; to analyze, diagnose, and correct software system problems and to keep the software system and its documentation maintained, updated, and functioning. However, JALAN does not guarantee, warrant, or insure service results or represent or warrant that all errors or program defects will be corrected.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

JALAN's entire liability to LICENSEE for damages from any cause whatsoever and regardless of the nature of the claim or the form or cause of action whether sounding in Contract or tort (limiting negligence), or in any other theory of law, shall be limited to any actual contractual charges incurred hereunder by LICENSEE over the period of the claimed default only.

In no event and under no circumstances will JALAN, or any affiliate of JALAN, have any liability whatsoever for losses or damages caused by LICENSEE's failure to perform LICENSEE's responsibilities; nor for any loss of use, lost profits, or any other form of indirect, special, or consequential damages; nor for any claim against LICENSEE by any other person or entity arising from or in any way related to this Contract even if JALAN has been advised of the possibility of such claims or damages in advance unless JALAN expressly accepts responsibility for same in advance, in writing.

## **MISCELLANEOUS**

This Contract is not assignable by LICENSEE; none of these services granted hereunder, nor any of the licensed program materials or copies thereof, may be sub-licensed, assigned, or transferred by LICENSEE without the prior written consent of JALAN. Any attempt by LICENSEE to sub-license, assign, or transfer any of the rights, duties or obligations under this Contract is void, abinitio, and of no effect.

LICENSEE hereby represents and warrants that he is the LICENSEE of the above-itemized Software System(s) via valid License Agreements(s) effected directly with JALAN or through an authorized representative of the Software System(s).

JALAN is not responsible for failure to fulfill its obligations under this Contract arising from causes beyond its control.

No action, regardless of form, arising out of this Contract may be brought by either party more than two years after the cause of action has arisen nor, in the case of nonpayment, more than two years after the date of the last payment.

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision hereof shall be instituted only in the Courts of the State of Indiana.

This Contract shall be governed by the laws of the State of IN, both as to interpretation and performance.

If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions of this Contract shall not be affected, and the rights and obligations of the parties shall be determined and enforced as if this Contract did not contain the particular part, term, or provision held to be invalid.

Should either party default in any of the covenants, conditions, or agreements contained herein, the defaulting party shall pay all costs and expenses including reasonable attorney fees which may arise or accrue from enforcing this Contract whether pursued by filing suit or otherwise, or whether such costs and expenses are incurred with or without suit, or before or after judgment including all appeals.

No waiver of any provision hereof, nor waiver of any failure to perform any provision hereof, nor waiver of any other default hereunder shall be effective unless expressly consented to by JALAN or PORTER COUNTY, IN in writing, nor shall any such waiver constitute a waiver of another provision, failure to perform, or default. No failure of JALAN or PORTER COUNTY, IN to strictly enforce any of its rights or remedies hereunder be deemed to constitute a waiver by JALAN or PORTER COUNTY, IN in any respect.

LICENSEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT IN ITS ENTIRETY INCLUDING THE GENERAL TERMS AND CONDITIONS; THAT HE UNDERSTANDS IT FULLY AND AGREES TO BE BOUND BY ALL OF ITS PROVISIONS. LICENSEE FURTHER AGREES THAT THIS DOCUMENT

CONSTITUTES THE COMPLETE, SOLE, AND EXCLUSIVE STATEMENT OF JALAN SERVICES, AND THAT IT SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS DISCUSSIONS, COMMUNICATIONS, NEGOTIATIONS, PROPOSALS, OFFERS, COUNTER OFFERS, UNDERSTANDINGS, AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN LICENSEE AND JALAN RELATING TO THE SUBJECT MATTER HEREOF.

(Payment in full of the Total Contract Charge shown above must be received by JALAN prior to the Service Commencement Date shown above in order to make acceptance hereof by JALAN effective.)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE: PORTER COUNTY IN

JALAN, INC.

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Jan Robinson, President

## SERVICES MAINTENANCE AGREEMENT

Subject to the General Terms and Conditions hereof, and to valid acceptance in writing by a duly authorized representative of JALAN, a Washington State Partnership, and LICENSEE, PORTER COUNTY, IN hereby offers to purchase from JALAN its Services Maintenance Agreement for JALAN software:

### LICENSEE

Name: PORTER COUNTY

Address: 155 Indiana Ave., Suite 107  
Valparaiso, IN 46383-5513

Phone: 219-465-3480

Software System(s)	Cost of Software	Service Commencement Date (1 year)
THE PROBATION SYSTEM	\$ 26,060.00	TBD
TOTAL MAINTENANCE CHARGE	\$ 3,909.00	

All Guaranteed Rates which follow are only guaranteed for 12 months from the date of this Agreement; they are not automatically renewable. Should a Master Contract exist, these rates are a repeat of said contract amounts.

### RATES

Guaranteed Rate, Training On-Site:\*  
Support On-Site: \$ 800.00 per Day.

Guaranteed Rate, Programming Analysis, and Site-Work\* 125.00 per Hour.

\*Does not include travel and living expenses.

The LICENSOR will provide training for a representative(s) from the LICENSEE's organization on each module of the software system at the On-Site Training Service Guaranteed Rate shown above.

## **CHARGES**

Automatic Renewals, if any, will be invoiced to LICENSEE at JALAN's then prevailing rates for such support service Contracts, during the thirty days preceding the expiration of any term of this Contract. JALAN reserves the right to adjust the Guaranteed Training or Programming Service Rates specified herein above, for any Automatic Renewal Term, to reflect JALAN's prevailing rates for such guaranteed-rate services, and any such adjustments shall be stated to LICENSEE on the Automatic Renewal notice.

Any charges for guaranteed-rate services which may be provided pursuant to this Contract, and any automatic Renewal Invoices shall be paid by LICENSEE within thirty days of date of JALAN's invoice therefore. LICENSEE's failure to pay such invoiced charges within said thirty-day period shall entitle JALAN, at its option, to suspend the provision of any service or product to LICENSEE whatsoever whether pursuant to this or any other agreement between LICENSEE and JALAN until such charges have been paid without affecting any of JALAN's rights under this or any other such agreement. This remedy is cumulative of, and in addition to, any other remedy JALAN may have under this or any other agreement with LICENSEE, at law, in equity, or otherwise.

## **GENERAL TERMS AND CONDITIONS OF SERVICES MAINTENANCE AGREEMENT**

With respect to each of the software system(s) itemized above, the initial term is one year. JALAN hereby undertakes to provide support service to LICENSEE in his use and utilization of his above-itemized software systems as follows:

### **SERVICES PROVIDED**

During any term of this Contract, for any of the above-itemized software system(s), whether the Initial Term or an Automatic Renewal Term, JALAN will provide LICENSEE with operational consulting, assistance, and similar support service by telephone during normal business hours (6:30 a.m. to 4:30 p.m. Pacific Time) on a first-in, first-out basis. Additional support services will be provided pursuant to this contract as follows:

1. Resolution of software system program defects either via telephone, Electronic Customer Support or Electronic Media at JALAN option (unlimited telephone contact);
2. Entitlement to utilization of all applicable software system upgrades;
3. Copies of new and/or revised versions of applicable software system Operator's Guides;
4. Personal Training Service, as required, at the On-Site Training Service Guaranteed Rate\* stated in Agreement;
5. Programming Services, as requested, at the Guaranteed Programming Service Rate\* shown above.

\*Does not include travel and living expenses.

6. Electronic Customer Support for IBM AS/400 computers between the customer and JALAN is included. This support is on an as-needed basis and DOES NOT mean any full time connectivity. All access between computers is to be controlled by the respective parties.

## **CHARGES**

Automatic Renewals, if any, will be invoiced to LICENSEE at JALAN's then prevailing rates for such support service Contracts, during the thirty days preceding the expiration of any term of this Contract. JALAN reserves the right to adjust the Guaranteed Training or Programming Service Rates specified herein above, for any Automatic Renewal Term, to reflect JALAN's prevailing rates for such guaranteed-rate services, and any such adjustments shall be stated to LICENSEE on the Automatic Renewal notice.

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## **GENERAL TERMS AND CONDITIONS OF SERVICES MAINTENANCE AGREEMENT**

With respect to each of the software system(s) itemized above, the initial term is one year. JALAN hereby undertakes to provide support service to LICENSEE in his use and utilization of his above-itemized software systems as follows:

### **SERVICES PROVIDED**

During any term of this Contract, for any of the above-itemized software system(s), whether the Initial Term or an Automatic Renewal Term, JALAN will provide LICENSEE with operational consulting, assistance, and similar support service by telephone during normal business hours (6:30 a.m. to 4:30 p.m. Pacific Time) on a first-in, first-out basis. Additional support services will be provided pursuant to this contract as follows:

1. Resolution of software system program defects either via telephone, Electronic Customer Support or Electronic Media at JALAN option (unlimited telephone contact);
2. Entitlement to utilization of all applicable software system upgrades;
3. Copies of new and/or revised versions of applicable software system Operator's Guides;
4. Personal Training Service, as required, at the On-Site Training Service Guaranteed Rate\* stated in Agreement;
5. Programming Services, as requested, at the Guaranteed Programming Service Rate\* shown above.

\*Does not include travel and living expenses.

6. Electronic Customer Support for IBM AS/400 computers between the customer and JALAN is included. This support is on an as-needed basis and DOES NOT mean any full time connectivity. All access between computers is to be controlled by the respective parties.

## **SERVICES EXCLUDED**

The prepaid services to be provided by JALAN during any terms of this Contract for any of the above-itemized software system(s) specifically and expressly do NOT include any of the following:

1. Hardware or wiring installation.
2. System Initialization.
3. Diskette Initialization.
4. Personnel training (must be purchased at Guaranteed Rate, above).
5. Programming (must be purchased at Guaranteed Rate, above).
6. Telephone support for hardware-related problems.
7. Support of any kind for systems modified by anyone other than JALAN.
8. Support of any systems or programs not supplied by JALAN.

If requested by LICENSEE with respect to a particular software system itemized above, this Contract shall, upon expiration of the Initial Term, be automatically renewed for a like term or period for such software system, and any such Automatic Renewal Term shall likewise be automatically renewed upon expiration.

Automatic Renewal may be cancelled by LICENSEE or JALAN at any time by the cancelling party's delivering to the other party, at least thirty days in advance of the expiration of any term of this Contract, written notice of such cancellation.

## **WARRANTY, LIMITATION THEREOF AND LIMITATION OF LIABILITY**

In responding to any service call, JALAN hereby warrants that it will utilize its best efforts to attempt to instruct LICENSEE in the proper use of LICENSEE's system; to analyze, diagnose, and correct software system problems and to keep the software system and its documentation maintained, updated, and functioning. However, JALAN does not guarantee, warrant, or insure service results or represent or warrant that all errors or program defects will be corrected.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

JALAN's entire liability to LICENSEE for damages from any cause whatsoever and regardless of the nature of the claim or the form or cause of action whether sounding in Contract or tort (limiting negligence), or in any other theory of law, shall be limited to any actual contractual charges incurred hereunder by LICENSEE over the period of the claimed default only.

In no event and under no circumstances will JALAN, or any affiliate of JALAN, have any liability whatsoever for losses or damages caused by LICENSEE's failure to perform LICENSEE's responsibilities; nor for any loss of use, lost profits, or any other form of indirect, special, or consequential damages; nor for any claim of LICENSEE by any other person or entity arising from or in any way related to this Contract even if JALAN has been advised of the possibility of such claim or damages in advance unless JALAN expressly accepts responsibility for such damages in advance, in writing.



## MISCELLANEOUS

This Contract is not assignable by LICENSEE; none of these services granted hereunder, nor any of the licensed program materials or copies thereof, may be sub-licensed, assigned, or transferred by LICENSEE without the prior written consent of JALAN. Any attempt by LICENSEE to sub-license, assign, or transfer any of the rights, duties or obligations under this Contract is void, abinitio, and of no effect.

LICENSEE hereby represents and warrants that he is the LICENSEE of the above-itemized Software System(s) via valid License Agreements(s) effected directly with JALAN or through an authorized representative of the Software System(s).

JALAN is not responsible for failure to fulfill its obligations under this Contract arising from causes beyond its control.

No action, regardless of form, arising out of this Contract may be brought by either party more than two years after the cause of action has arisen nor, in the case of nonpayment, more than two years after the date of the last payment.

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision hereof shall be instituted only in the Courts of the State of Indiana.

This Contract shall be governed by the laws of the State of IN, both as to interpretation and performance.

If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions of this Contract shall not be affected, and the rights and obligations of the parties shall be determined and enforced as if this Contract did not contain the particular part, term, or provision held to be invalid.

Should either party default in any of the covenants, conditions, or agreements contained herein, the defaulting party shall pay all costs and expenses including reasonable attorney fees which may arise or accrue from enforcing this Contract whether pursued by filing suit or otherwise, or whether such costs and expenses are incurred with or without suit, or before or after judgment including all appeals.

No waiver of any provision hereof, nor waiver of any failure to perform any provision hereof, nor waiver of any other default hereunder shall be effective unless expressly consented to by JALAN or PORTER COUNTY, IN in writing, nor shall any such waiver constitute a waiver of another provision, failure to perform, or default. No failure of JALAN or PORTER COUNTY, IN to strictly enforce any of its rights or remedies hereunder be deemed to constitute a waiver by JALAN or PORTER COUNTY, IN in any respect.

LICENSEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT IN ITS ENTIRETY INCLUDING THE GENERAL TERMS AND CONDITIONS; THAT HE UNDERSTANDS IT FULLY AND AGREES TO BE BOUND BY ALL OF ITS PROVISIONS. LICENSEE FURTHER AGREES THAT THIS DOCUMENT

CONSTITUTES THE COMPLETE, SOLE, AND EXCLUSIVE STATEMENT OF JALAN SERVICES, AND THAT IT SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS DISCUSSIONS, COMMUNICATIONS, NEGOTIATIONS, PROPOSALS, OFFERS, COUNTER OFFERS, UNDERSTANDINGS, AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN LICENSEE AND JALAN RELATING TO THE SUBJECT MATTER HEREOF.

(Payment in full of the Total Contract Charge shown above must be received by JALAN prior to the Service Commencement Date shown above in order to make acceptance hereof by JALAN effective.)

Date: 3/18/1997

Date: 3/24/97

LICENSEE: PORTER COUNTY IN

By: Brian E. Hesse  
\_\_\_\_\_

JALAN, INC.  
By: Jan Robinson  
Jan Robinson, President

## SERVICES MAINTENANCE AGREEMENT

Subject to the General Terms and Conditions hereof, and to valid acceptance in writing by a duly authorized representative of JALAN, a Washington State Partnership, and LICENSEE, PORTER COUNTY, IN hereby offers to purchase from JALAN its Services Maintenance Agreement for JALAN software:

### LICENSEE

Name: PORTER COUNTY

Address: 155 Indiana Ave., Suite 107  
Valparaiso, IN 46383-5513

Phone: 219-465-3480

Software System(s)	Cost of Software	Service Commencement Date (1 year)
THE PROSECUTORS SYSTEM	\$ 25,300.00	TBD
TOTAL MAINTENANCE CHARGE	\$ 3,795.00	

All Guaranteed Rates which follow are only guaranteed for 12 months from the date of this Agreement; they are not automatically renewable. Should a Master Contract exist, these rates are a repeat of said contract amounts.

### RATES

Guaranteed Rate, Training On-Site:\*

Support On-Site: \$ 800.00 per Day.

Guaranteed Rate, Programming Analysis, and Site-Work\*

125.00 per Hour.

\*Does not include travel and living expenses.

The LICENSOR will provide training for a representative(s) from the LICENSEE's organization on each module of the software system at the On-Site Training Service Guaranteed Rate shown above.

## **CHARGES**

Automatic Renewals, if any, will be invoiced to LICENSEE at JALAN's then prevailing rates for such support service Contracts, during the thirty days preceding the expiration of any term of this Contract. JALAN reserves the right to adjust the Guaranteed Training or Programming Service Rates specified herein above, for any Automatic Renewal Term, to reflect JALAN's prevailing rates for such guaranteed-rate services, and any such adjustments shall be stated to LICENSEE on the Automatic Renewal notice.

Any charges for guaranteed-rate services which may be provided pursuant to this Contract, and any automatic Renewal Invoices shall be paid by LICENSEE within thirty days of date of JALAN's invoice therefore. LICENSEE's failure to pay such invoiced charges within said thirty-day period shall entitle JALAN, at its option, to suspend the provision of any service or product to LICENSEE whatsoever whether pursuant to this or any other agreement between LICENSEE and JALAN until such charges have been paid without affecting any of JALAN's rights under this or any other such agreement. This remedy is cumulative of, and in addition to, any other remedy JALAN may have under this or any other agreement with LICENSEE, at law, in equity, or otherwise.

## **GENERAL TERMS AND CONDITIONS OF SERVICES MAINTENANCE AGREEMENT**

With respect to each of the software system(s) itemized above, the initial term is one year. JALAN hereby undertakes to provide support service to LICENSEE in his use and utilization of his above-itemized software systems as follows:

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\*Does not include travel and living expenses.

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Automatic Renewal may be cancelled by LICENSEE or JALAN at any time by the cancelling party's delivering to the other party, at least thirty days in advance of the expiration of any term of this Contract, written notice of such cancellation.

## **WARRANTY, LIMITATION THEREOF AND LIMITATION OF LIABILITY**

In responding to any service call, JALAN hereby warrants that it will utilize its best efforts to attempt to instruct LICENSEE in the proper use of LICENSEE's system; to analyze, diagnose, and correct software system problems and to keep the software system and its documentation maintained, updated, and functioning. However, JALAN does not guarantee, warrant, or insure service results or represent or warrant that all errors or program defects will be corrected.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

JALAN's entire liability to LICENSEE for damages from any cause whatsoever and regardless of the nature of the claim or the form or cause of action whether sounding in Contract or tort (limiting negligence), or in any other theory of law, shall be limited to any actual contractual charges incurred hereunder by LICENSEE over the period of the claimed default only.

In no event and under no circumstances will JALAN, or any affiliate of JALAN, have any liability whatsoever for losses or damages caused by LICENSEE's failure to perform LICENSEE's responsibilities; nor for any loss of use, lost profits, or any other form of indirect, special, or consequential damages; nor for any claim against LICENSEE by any other person or entity arising from or in any way related to this Contract even if JALAN has been advised of the possibility of such claims or damages in advance unless JALAN expressly accepts responsibility for same in advance, in writing.

## **MISCELLANEOUS**

This Contract is not assignable by LICENSEE; none of these services granted hereunder, nor any of the licensed program materials or copies thereof, may be sub-licensed, assigned, or transferred by LICENSEE without the prior written consent of JALAN. Any attempt by LICENSEE to sub-license, assign, or transfer any of the rights, duties or obligations under this Contract is void, abinitio, and of no effect.

LICENSEE hereby represents and warrants that he is the LICENSEE of the above-itemized Software System(s) via valid License Agreements(s) effected directly with JALAN or through an authorized representative of the Software System(s).

JALAN is not responsible for failure to fulfill its obligations under this Contract arising from causes beyond its control.

No action, regardless of form, arising out of this Contract may be brought by either party more than two years after the cause of action has arisen nor, in the case of nonpayment, more than two years after the date of the last payment.

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision hereof shall be instituted only in the Courts of the State of Indiana.

This Contract shall be governed by the laws of the State of IN, both as to interpretation and performance.

If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions of this Contract shall not be affected, and the rights and obligations of the parties shall be determined and enforced as if this Contract did not contain the particular part, term, or provision held to be invalid.

Should either party default in any of the covenants, conditions, or agreements contained herein, the defaulting party shall pay all costs and expenses including reasonable attorney fees which may arise or accrue from enforcing this Contract whether pursued by filing suit or otherwise, or whether such costs and expenses are incurred with or without suit, or before or after judgment including all appeals.

No waiver of any provision hereof, nor waiver of any failure to perform any provision hereof, nor waiver of any other default hereunder shall be effective unless expressly consented to by JALAN or PORTER COUNTY, IN in writing, nor shall any such waiver constitute a waiver of another provision, failure to perform, or default. No failure of JALAN or PORTER COUNTY, IN to strictly enforce any of its rights or remedies hereunder be deemed to constitute a waiver by JALAN or PORTER COUNTY, IN in any respect.

LICENSEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT IN ITS ENTIRETY INCLUDING THE GENERAL TERMS AND CONDITIONS; THAT HE UNDERSTANDS IT FULLY AND AGREES TO BE BOUND BY ALL OF ITS PROVISIONS. LICENSEE FURTHER AGREES THAT THIS DOCUMENT

CONSTITUTES THE COMPLETE, SOLE, AND EXCLUSIVE STATEMENT OF JALAN SERVICES, AND THAT IT SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS DISCUSSIONS, COMMUNICATIONS, NEGOTIATIONS, PROPOSALS, OFFERS, COUNTER OFFERS, UNDERSTANDINGS, AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN LICENSEE AND JALAN RELATING TO THE SUBJECT MATTER HEREOF.

(Payment in full of the Total Contract Charge shown above must be received by JALAN prior to the Service Commencement Date shown above in order to make acceptance hereof by JALAN effective.)

Date: 3/18/1997

Date: 3/24/97

LICENSEE: PORTER COUNTY IN

By: Brian E. Lisse  
\_\_\_\_\_

JALAN, INC.  
By: Jan Robinson  
Jan Robinson, President

## Enhanced Access Subscription Agreement

Pursuant to IC 5-14-3-3.6 (c); THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Board of County Commissioners of Porter County, Indiana (the "Board") and the undersigned subscriber ("Subscriber")

### WITNESSES THAT:

WHEREAS the Board has installed a computer system for maintaining information concerning property tax assessment and collection and court case management and;

WHEREAS Subscriber wishes to obtain enhanced access to the System from Subscriber's own computer through the use of the Internet, and whereas the Board is willing to grant Subscriber such access to the System upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### 1. THE SYSTEM

- 1.1 Access to System. The Board agrees to provide Subscriber with a *minimum* of forty (40) hours of access to the System each week of each month during the term hereof; with exception to certain scheduled outages which Subscriber shall be notified in writing or via email twenty-four (24) hours prior; and with exception to unforeseen outages due to possible system or communication failures.
- 1.2 Screens and Inquiry Functions. Subscriber will be provided access to all screens and inquiry functions which are provided at public access terminals from time to time. If Subscriber and the Board so agree, additional or different screens and inquiry functions may be provided to Subscribers with or without additional cost as necessary on a case by case basis.

### 2. PRICE, PAYMENT AND TERM

- 2.1 Payment of Fees. Subscriber agrees to pay the following fee: (a) enhanced access fee (subscription) of \$50 per month for the first user identifier and (b) if desired by Subscriber, additional user identifiers (concurrent with first) at a rate of \$25 per identifier. This fee encompasses the use of the user identifier by any or all employees or contractors of Subscriber as Subscriber designates regardless of number of employees or location. All fees are due on or before the first business day of each month and **must** be accompanied by the appropriate monthly payment coupon provided by Board on a yearly basis. Fee is subject to change with 90 day written notice if increased.



- 2.2 Termination. This Agreement shall remain intact upon signing until either Board or Subscriber terminates by submitting written intent to terminate upon thirty (30) days notice. Board and Subscriber retain the right to terminate agreement at any time for any reason.

### 3. RIGHTS AND OBLIGATIONS

- 3.1 Subscriber Responsibilities. Subscriber shall at its own expense obtain its own computer equipment, software, internet access account, and technical assistance necessary to obtain access to the System. The equipment and software specifications for access to the System are set forth on the attached Exhibit A.
- 3.2 Availability and Contents. The Board makes no representation or warranty that the System will meet the Subscriber's needs or that the System will be operational at all times. The Board will take every precaution possible to insure the validity of the data on the System; however, the Board must be held harmless in the event of invalid data at the time of inquiry.
- 3.3 Subscriber Default. If Subscriber fails to pay subscription fees when due, the board may cancel Subscriber's subscription immediately. Board reserves the right to collect a months subscription fee in advance in the event Subscriber wishes to re-subscribe after being cancelled.
- 3.4 Board Obligation. The Board shall supply the proper URL address for accessing the System as well as a brief training session, lasting less than one (1) hour total for as many people as the subscriber wishes. The Board shall assign a USER CODE at the time of installation. The Board will also assign each USER CODE a separate and unique password. It is the obligation of the Subscriber to not divulge this USER CODE and password to anyone outside it's agency who is not authorized to access the System on the agency's behalf.
- 3.5 Board Default. In the event the Board fails to fulfill any of its obligations under this Agreement, Subscriber may by written notice to the Board, cancel and terminate its obligations under this Agreement provided (a) such notice specifies the nature of the inadequacy of the service and (b) the Board is given a reasonable time of not less than thirty (30) days to remedy the breach or provide alternate methods for access.

#### 4. GENERAL

- 4.1 Entire Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by the terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered except by a written instrument duly executed by both parties.
- 4.2 Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Indiana.
- 4.3 Enforceability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 4.4 Assignment. This Agreement and the rights and duties hereunder shall not be assigned by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first written above by their duly authorized representatives.

#### **SUBSCRIBER**

Name: \_\_\_\_\_,

Address: \_\_\_\_\_,

City, St, Zip: \_\_\_\_\_,

Phone: (\_\_\_\_) \_\_\_\_\_,

By: \_\_\_\_\_,

Title: \_\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS OF  
PORTER COUNTY, INDIANA**

By: \_\_\_\_\_,  
David Burrus, President

By: \_\_\_\_\_,  
Robert Harper

By: \_\_\_\_\_,  
John Evans

ATTEST:

\_\_\_\_\_,  
Auditor of Porter County

## EXHIBIT A

### Required Equipment and Software for Subscriber

1. A computer running Windows 9X or higher with access to the internet.
2. Browser software. This can be either Netscape or MS Internet Explorer.  
NOTE: If Subscriber desires the ability to print the data shown on the screen; currently only MS Internet Explorer Version 4.0 or later has this capability with certain options setup. Instructions for setup can be obtained by clicking on the link at the bottom of the web applet page. Currently, Netscape does not have the capability of printing complete screens. If it is discovered that subsequent versions do have this support; Subscriber will be notified in writing as to compatible versions and setup instructions.
3. Both of the above mentioned requirements must be acquired by Subscriber at Subscriber's expense.

### Optional Software for Subscriber

Any software capable of running 5250 emulation utilizing a telnet connection. Use of this type of software makes viewing and printing much easier and more user friendly; but is not required. Porter County currently uses Mocha and can assist with installation and configuration if this product is chosen. For information including technical specifications and pricing for Mocha please visit [www.mochasoft.dk](http://www.mochasoft.dk). Free "unlicensed" versions are available for download from this site for evaluation purposes.